Waukegan, IL 60085-4216

847.249.9100 Fax 847,249,9180 email dpl@lakelaw.com

www.lakelaw.com

Leibowitz Law Center

November 15, 2007

Via Certified Mail

WMC Mortgage Corporation 3100 Thornton Avenue - Transbox RD - 0127

Burbank, CA - 91504

Attention: Mortgage Loan Accounting Department

Re: Loan #4982

Property Address: 1323 North Cedar Lake Road, Lake Villa, IL - 60046

Dear Sir/Madam:

Our office represents your borrowers, Candy and Jose Jaramillo. You are the servicer of the above referenced mortgage loan, at the above address. Pursuant to the Real Estate Settlement Practices Act (12 U.S.C. §2605(e)), please consider this a Qualified Written Request for Information regarding the fees, costs and escrow accounting on the loan.

Specifically, we are requesting an itemization of the following:

- A complete payment history, including but not limited to the dates and amounts of all the payments made by the borrowers on the loan to date;
- Identify each payment individually, state the date of the payment, and Itemize the amounts allocated to principal, interest, fees, and other charges.
- III. A breakdown of the amount of claimed arrears or delinquencies
- Identify the payment dates, amount and recipient of all escrow items charged to the account.
- A breakdown of the current escrow charge showing how it is calculated and the reasons for any increase within the last 24 months;
- Copy of any annual escrow statements and notices of a shortage, deficiency or surplus, sent to the borrowers within the last three years.
- Identify the current holder of the mortgage on the above referenced VII. property.

Pursuant to Section 6 of RESPA you are required to acknowledge this request within 20 business days and respond to our requests within 60 business days. Additionally, attached please find the borrowers' rescission notice rescinding the above referenced mortgage loan for the reasons stated in the letter. We forwarded the rescission letter to Esperanza Financial Services. The letter was sent back to our office as Esperanza has moved without notifying a change in address.



Filed 07/18/2008 Page 2 of 3 420 West Clayton Street Waukegan, IL 60085-4216

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We request that you forward a copy of the rescission letter to Esperanza and/or the current holder of the mortgage note.

I look forward to receiving your timely responses to our inquiries. If you have any questions regarding this matter, you may contact me or David Leibowitz at 847-249-9100.

Sincerely,

Leibowitz Law Center

Enclosure: Rescission Notices

Tel. Fax

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eibowitz Law Center

VIA CERTIFIED MAIL

November 6 , 2007

Esperanza Financial Services, Inc. 6810 West Cermak Road Berwyn, IL - 60402

Re: Jose Jaramillo

1323 North Cedar Lake Road

Lake Villa, IL - 60046

Loan No:4982

Ladies and Gentlement

I am the Afforney for Candy Jaramillo. Please be advised that on behalf of Candy Jaramillo, who was married to your borrower Jose Jaramillo at the time of the above referenced transaction. Lintend to and hereby do cancel and rescind the referenced mortgage. Your notice of right to cancel is improper under 15 USC \$1635(a) and Regulation Z in that you failed to provide two separate copies of the Notice of Right to Cancel to Candy Jaramillo. This violation of TILA is, without more, sufficient grounds for rescission. There may be additional grounds for rescission and all such additional grounds are reserved.

By this letter. hereby rescind and cancel on behalf of Candy Jaramillo.

Accordingly, the mortgage/lien/security interest you hold is cancelled. You must return all money or property the borrower has given to you or anyone else in connection with this transaction within 20 calendar days after you receive this notice:

I look forward to your prompt and positive response.

Very May vours

David P. Leibowitz

Afforney for Candy Jaramillo

1, Candy Jaramillo, hereby adopt and ratify this as my rescission notice to the mortgage

holder

Candy Jaramille

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